

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 04-35106 GFK

In Re:

Chapter 7

Mary J. Coleman,

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor Mary J. Coleman; her attorney Richard J. Pearson; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. DaimlerChrysler Services North America, L.L.C., (“DCS”) a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.

2. The Court will hold a hearing on this motion on **October 4, 2004, at 10:30 a.m.**, before the Honorable Gregory F. Kishel, United States Bankruptcy Judge, in Courtroom No. 228b, United States Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.

3. Any response to this motion must be filed and delivered not later than September 29, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than September 23, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on August 31, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. DCS requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by DCS as defined below.

6. DCS owns and leased to Debtor a 2002 Jeep Liberty, VIN# 1J4GW48SX2C247192 (the vehicle). On April 27, 2002, the Debtor, Mary Coleman, executed a lease agreement, payments totaling \$20,489.60, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. The title evidencing the ownership interest of DCS in a 2002 Jeep Liberty, VIN # 1J4GW48SX2C247192 is attached hereto as **Exhibit "B"**.

7. The lease agreement is in default for failure to make payments when due since May 27, 2004, a delinquency of \$2,191.83 as of the date of the filing of this motion. The debtor, Mary J. Coleman, has surrendered possession of the vehicle to DCS. On information and belief, the value of the vehicle is \$16,150.00 and the Debtor has no equity in the vehicle.

8. The loan is in default for failure to make payments when due and the debtor has voluntarily surrendered possession of the vehicle to DCS. DCS seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. DCS believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

a. DCS has not been offered and is not being provided with adequate protection for its interest in the vehicle;

b. The vehicle subject to the security interest of DCS continues to depreciate and decline in value; and

c. DCS has been unable to verify current proof of insurance on the vehicle; and

d. The Debtor has stopped making payments to DCS. DCS has possession of the vehicle, and debtor has voluntarily surrendered possession of the vehicle to DCS.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the Debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

11. DCS requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

12. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by Joseph Quigley, or some other representative of the Movant, DaimlerChrysler Services North America, L.L.C..

13. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing DCS will repossess the Vehicle promptly upon the Court signing the Order.

14. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, DCS respectfully moves the Court for an order (i) modifying the automatic stay of 11 U.S.C. §362 so as to permit DCS to terminate the Lease, take possession and dispose of the vehicle in accordance with Minnesota law, (ii) finding that Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is not applicable and (iii) granting such other relief as may be just and equitable.

Dated: September 16, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-35106 GFK
Chapter 7

Mary J. Coleman,

Debtor.

MEMORANDUM OF LAW

INTRODUCTION

DaimlerChrysler Services North America, L.L.C. ("DCS") has made a motion for relief from the automatic stay. DCS incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due and the debtor has voluntarily surrendered possession of the vehicle to DCS. DCS seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

ARGUMENT

Pursuant to Section 362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such [creditor]." 11 U.S.C. Section 362(d)(1). No payments have been made as required by the Leases between the Debtor and DaimlerChrysler Services North America, L.L.C. DCS has otherwise not been provided with adequate protection of interest in the Vehicle or adequate assurance of future performance under the Lease. Such failure constitutes cause, within the meaning of Section 362(d)(1), entitling DCS to relief from the stay. **United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd. (In re Timbers of Inwood**

Assoc., Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). In Re Reinbold v. Dewey County Bank, 942 F. 2d 1304, 1306 (8th Cir. 1991)

Pursuant to Section 362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where no equity exists and the property is not necessary to an effective reorganization. In re Albany Partners, Ltd., 749 F.2d 670 (11th Cir. 1984), In re Anderson, 913 F.2d 530,532 (8th Cir. 1990). Clearly, no appreciable equity exists in the Vehicle. Finally, as this a Chapter 7 case, the Vehicle is not necessary to an effective reorganization.

CONCLUSION

For all the reasons set forth herein, DCS is entitled to an order terminating the automatic stay of 11 U.S.C. § 362 and authorizing it to take possession of and terminate its lease regarding the Vehicle in accordance with Minnesota law.

DATED: September 16, 2004

RIEZMAN BERGER, P.C.

/s/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 04-35106 GFK
Chapter 7

In Re:

Mary J. Coleman,

Debtor.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, with an office address of 7700 Bonhomme Avenue, St. Louis, Missouri 63105, declares that on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor's Attorney)
Richard J. Pearson
P.O Box 120088
New Brighton, MN 55112

(Chapter 7 Trustee)
Mary Jo A. Jensen-Carter
1339 E. County Rd. D
Vadnais Heights, MN 55109

(Debtor)
Mary J. Coleman
1371 S. Prior Ave
St. Paul, MN 55116

Office of the U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 16, 2004.

Signed: /e/Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-35106 GFK
Chapter 7

Mary J. Coleman,

Debtor.

ORDER

The above entitled matter before the Court for hearing on _____, 2004, on the motion of DaimlerChrysler Services North America, L.L.C., ("DCS"), seeking relief from the automatic stay of 11 U.S.C. § 362(a). Appearances are as noted in the Court's record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling DCS to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay of 11 U.S.C. §362(a) is immediately terminated to DCS and DCS is authorized to terminate its Lease and take possession of the subject motor vehicle, a 2002 Jeep Liberty, VIN #1J4GW48SX2C247192.

2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

DATED at St. Paul, Minnesota, this _____ day of _____, 2004.

BY THE COURT:

Gregory F. Kishel
United States Bankruptcy Judge

84-201-5414 (1/03) MJ

MOTOR VEHICLE LEASE AGREEMENTLESSOR (Name and Address)
WALSER CHRYSLER JEEP
314 RAINTREE
HOPKINS MN 55343

MAY 6 2002

LEASEE (Name and Address)
JULLY JEANINE COLEMAN
7839 HARVIST LANE
CRANFORD MN 55317DATE LEASE BEGINS
01/27/02DATE LEASE ENDS
01/27/06

Lessor and Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("We," "us," and "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCF's Trust or its successors and assigns ("Assignee," "we," "us," and "our"). This consumer lease disclosure contained in this Lease is also made on behalf of Assignee.

PRIMARY USE OF VEHICLE You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes.		STATEMENT OF FEDERAL TAX OBLIGATION You declare Your federal tax status is: <input type="checkbox"/> married, or <input type="checkbox"/> non-married	
YEAR 2002 MAKE JEEP MODEL GRAND CHRYSLER VEHICLE IDENTIFICATION NUMBER 1J4GH85X2C247192	VEHICLE TYPE <input type="checkbox"/> New <input checked="" type="checkbox"/> Used	LEASE TERM 29	

1) Monthly Payment Monthly Payment of \$426.45 is due on 01/27/02 on the 27th of each month.	2) Total of Payments Total of Payments (The amount You will have paid by the end of the Lease) \$2476.60
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3) Itemization of Amount Due at Lease Signing or Delivery Amount Due at Lease Signing or Delivery: Capitalized Cost Reduction \$3500.00 First Monthly Payment \$426.45 Refundable Security Deposit \$0.00 License Fees \$397.00 Title Fee \$15.00 Personal Use Fee \$4.00 Credit Fee \$3.50 Doc. Fee \$2.00 DOCUMENT FEES \$25.00 Total \$4373.45	How the Amount Due at Lease Signing or Delivery will be paid: Net Trade-In Allowance \$N/A Rebates and Noncash Credits \$3500.00 Amount to be Paid in Cash \$873.45 Total \$4373.45
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4) Your Monthly Payment is Determined as Shown Below: Estimated Capitalized Cost, the agreed-upon value of the Vehicle (27484.00) and any items You pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$28184.00 If You want an itemization of this amount, please check this box: <input type="checkbox"/> Estimated Capital Reduction, the amount of any Net Trade-In Allowance, Rebates, Noncash Credits, or Cash You pay that reduces the Gross Capitalized Cost \$3500.00 Adjusted Capitalized Cost, the amount used in calculating Your Base Monthly Payment \$24584.00 Residual Value, the value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment \$11530.35 Depreciation and any Amortized Amounts, the amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term \$13153.65 Rent Charge, the amount charged in addition to the Depreciation and any Amortized Amounts \$6065.72 Total of Base Monthly Payments, the total of Depreciation and any Amortized Amounts plus the Rent Charge \$19220.37 Lease Payments, the number of payments in Your Lease \$29 Base Monthly Payment \$662.77 Monthly Payment \$662.77 Total Monthly Payment ("Monthly Payment") \$662.77

5) Early Termination: You may have to pay a substantial charge if You end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier You end the Lease, the greater this charge is likely to be.

6) Excessive Wear and Tear: You may be charged for excessive wear based on our standards for determining excess wear and use and for mileage in excess of 48000 miles. At the end of the Lease Term, You will receive a refund of \$N/A. If You do not receive a refund, You will be charged for excess wear and use. The charge will be based on the actual mileage at the end of the Lease Term. You will be charged for excess wear and use if the actual mileage at the end of the Lease Term is more than the estimated mileage at the end of the Lease Term. You will be charged for excess wear and use if the actual mileage at the end of the Lease Term is more than the estimated mileage at the end of the Lease Term.

7) Purchase Option at End of Lease Term: You have an option to purchase the Vehicle "AS-IS" at the end of the Lease Term for \$11530.35, plus any taxes and fees required by law, plus a processing fee of \$150.00.

8) Other Important Terms: See the Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, and default charges and remedies and any security interest, if applicable.

9) Estimated Official Fees and Taxes: The total estimated amount You will pay for title, license, and registration fees, and taxes over the term of Your Lease, whether included with Your Monthly Payment or assessed otherwise is \$1745.00. This amount is an estimate and may change.

10) Optional Insurance and Other Products: You are not required to buy any of the optional insurance or other products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurances and other products will not be provided unless You are accepted by the Provider. By Your initials below, You agree that You have received a notice of the terms and cost of the insurance or product, and You want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).
☐ Credit Life Provider
 Initial Coverage \$ Premium \$ N/A
☐ Credit Disability Provider
 Maximum Mo. Benefit \$ Premium \$ N/A
 Lessor/Co-Lessor Initials _____

11) Warranties: The Vehicle is covered by the standard manufacturer's new vehicle warranty and any other express warranty included in the Gross Capitalized Cost above. We assign to You all rights we have under any of these warranties. You acknowledge that You have received a copy of the indicated warranties.

We lease the Vehicle to You "AS-IS," EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE AND UNLESS PROHIBITED BY LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED AS TO THE VEHICLE OR ANY PART OR ACCESSORY THEREOF. WE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

VEHICLE INSURANCE INFORMATION

INSURANCE AGENT/COMPANY NAME AND ADDRESS PHOENIX MEYER PELTZ POLICY NUMBER 9441915071011	POLICY HOLDER NAME AND ADDRESS (IF OTHER THAN LESSEE) PHOENIX MEYER PELTZ EFFECTIVE DATE EXPIRATION DATE
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SEE BACK OF THIS LEASE FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING ARBITRATION DISCLOSURES.
 NOTICE TO LESSEE: (1) CAUTION—DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE. Your acknowledgment receipt of a completed copy of this Lease.

LESSEE'S SIGNATURE: *Julie Coleman*
 CO-LESSEE'S SIGNATURE: _____
 The authorized signature of the Lessor Below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's Vehicle Insurance information above; and (3) assigning to DCF's Trust or its successors and assigns all right, title and interest in, and to the Vehicle and this Lease. This Lease will be serviced by Chrysler Financial Services North America LLC ("Chrysler Financial") and You agree to make Your payments to Chrysler Financial.

LESSOR: **WALSER CHRYSLER JEEP**
 BY: *W. Walser* TITLE: *Director*

PRIVACY POLICY OF DANA/CHRYSLER SERVICES NORTH AMERICA/CHRYSLER FINANCIAL/DCF'S TRUST ("we," "us," and "our") Categories of Information We Collect We collect personal information about You from the following sources: • Information we receive from You on applications and other forms • Information about Your transactions with us, our affiliates, or others; and • Information we receive from consumer reporting agencies and other outside sources. Categories of Information We Disclose We may disclose all of the information that we collect, as described above. Categories of Affiliates and Third Parties to Whom We Disclose Information About Current and Former Customers We may disclose all of the information that we collect, which relates to our relationships or experiences with You among our affiliated companies, companies which are affiliated with us, include any company that controls us, any company we control, or any company under common control with us, in other words, it is any company that is in our "family of companies." We may disclose all of the information that we collect, as described above, to affiliates that provide marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.	We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law. Opting Out of Disclosure Because we only disclose information to nonaffiliated third parties as permitted by law or through a joint marketing agreement, opt-outs of such disclosures are not required. Policies and Practices to Protect the Confidentiality and Security of Nonpublic Personal Information We restrict access to nonpublic personal information about You to those employees, outside contractors, and businesses which properly market our products and services, who need or may need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your nonpublic personal information. Privacy Policy Changes and Future Disclosures We may from time to time change our Privacy Policy. Therefore, we reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.
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ZONE



B4-291-5414 (1/82) MU (BACK)

14. Vehicle Insurance. You agree to obtain primary insurance coverage as indicated below during the Lease Term and until the Vehicle is returned. (a) liability insurance with limits of not less than \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage; (b) collision insurance with a deductible no higher than \$750; (c) comprehensive fire and theft insurance with a deductible no higher than \$500; and (d) uninsured motorist coverage as required by law in the state where the Vehicle is registered. You may obtain insurance from an insurer of Your choice which is reasonably acceptable to us. The insurance policy must name Assignee as additional insured and loss payee and you must provide us with a copy of Your policy. The policy must require the insured's company to notify us at least 30 days in advance of any changes in coverage or cancellation. You will notify us and Your insurance company within 24 hours after any change, loss, theft, damage, or impoundment of the Vehicle. You authorize us to cash or negotiate checks or drafts or other payments received from Your insurance company and endorse Your name on such items if they are a payee.

No physical damage or liability insurance coverage for bodily injury or property damage caused to others is included in this Lease.

10. Maintenance. You agree to maintain, service and repair the Vehicle according to the manufacturer's recommendations and any applicable warranty. You will keep the Vehicle in good operating condition, and return all maintenance records with the Vehicle. You agree to comply with all Vehicle recall notices. You agree to pay for all operating costs including, but not limited to, gas, oil, antifreeze, parking fees, inspection and certification fees, fines, towing, and replacement tires. Lessor will not provide maintenance services unless you agree at Your option to buy a separate maintenance agreement.

16. Vehicle Use and Return. You agree to use or permit the Vehicle to be used (a) in violation of any law; (b) to transport passengers goods for hire; (c) in a way that causes the cancellation or suspension of any applicable insurance or warranty; (d) by unlicensed drivers; or (e) outside of the United States, provided however, that You may take the Vehicle to Mexico and Canada for not more than 30 days. You will not change or modify the Vehicle in any way without our prior written approval. If You do not exercise Your Purchase Option, You agree to return the Vehicle to us at the time and place we specify at Your expense. You must complete and return the Vehicle Condition Report at the time of return. If You do not return the Vehicle at the time and place we specify, we will deem You to have accepted the Monthly Payment for each month, or part of a month, until the time You return the Vehicle to us. You agree to certify the Vehicle's odometer reading, as required by law, at termination of this Lease or transfer of ownership.

17. Additional Purchase Option Provisions. At scheduled Lease termination, You may purchase the Vehicle for the amount set forth in Section 9 on the front of this contract. At any time prior to the scheduled Lease termination, You have an option to purchase the Vehicle AS-IS for the Purchase Option price in Section 9; plus all amounts then due, including any delinquent Lease payments, and late charges; plus any Lease payments not yet due, less unearned Rent Charges calculated on a constant yield basis; plus all taxes and fees required by law. You agree to pay a purchase option processing fee. You agree to title and register the Vehicle in Your name when You purchase it.

(d) **Scheduled Termination.** If this Lease is not terminated early and if You do not purchase the Vehicle, You will, at the scheduled termination: (a) return the Vehicle; (b) complete a signed odometer statement and Vehicle condition report; and (c) pay the following amounts: (i) any amounts owed for excessive wear and excess mileage; plus (ii) all unpaid amounts that are due or past due under this Lease; plus (iii) the Vehicle Turn-in Fee; plus (iv) any official fees and taxes related to scheduled termination.

(10) Excessive Wear Standards. Upon scheduled termination the Vehicle must be in the same condition as it was when delivered to You, except for reasonable wear. You must pay to us the cost of repair or the loss in value resulting from excessive wear, including, but not limited to: (a) damage to the major drive line components not covered by warranty; (b) dents and/or rust; (c) structural damage to the frame; (d) damage that is beyond ordinary wear and use; (e) missing parts or accessories; (f) missing tires, tires that are of lesser quality than the original tires, or tires that have less than 1/8 inch tread; (g) stains, cracks, holes or plugs in the windshield, or other stains; (h) water damage; and (i) any damage that causes the Vehicle unsafe, unroadworthy.

20 Early Termination. You may terminate this Lease before the end of the Lease Term if You are not in Default (see Section 22). If you do not purchase the Vehicle, the charge for such early termination is the Early Termination Liability defined below. We may terminate this Lease before the end of the Lease Term if You are in Default (see Section 22).

Early Termination Liability. Your Early Termination Liability is calculated as follows: (a) all unpaid amounts due under this Lease; plus (b) any official fees and taxes; plus (c) all expenses related to recovering, obtaining, storing, preparing for sale and selling the Vehicle, including reasonable attorneys' fees, collection and court costs to the extent not prohibited by law, plus (d) a \$300 early termination administrative fee; plus (e) the difference, if any, between: (i) the Unpaid Adjusted Capitalized Cost and (ii) the Vehicle's then Fair Market Wholesale Value.

Unpaid Adjusted Capitalized Cost. The Unpaid Adjusted Capitalized Cost is calculated by reducing the Adjusted Capitalized Cost (Section 6) each month on each Monthly Payment due date by the difference in the Base Monthly Payment and the part of the Rent Charge earned in that month on a constant yield basis.

within 10 days of delivery of the vehicle, you may consent at your own expense, through an independent third party, to a professional appraisal or the wholesale value of the vehicle which may be realized at sale. The appraised value shall be final and binding and then used as the Fair Market Wholesale Value; (c) determined by us in accordance with accepted practices in the automobile industry for determining the wholesale value of used vehicles or by disposing of the vehicle in an otherwise commercially reasonable manner; or (d) if the vehicle is subject to a total loss due to collision, destruction or unknown theft as determined by us, the Fair Market Wholesale Value will equal: (i) the amount of any proceeds we receive from your required insurance; plus (ii) the amount of your deductible under such insurance if that amount has been paid to you. If there are no insurance proceeds, the Fair Market Wholesale Value will be zero.

21. **Early Turn-In.** You have the option to turn in the Vehicle prior to the end of this Lease. Upon Early Turn-In, You must pay Lessor the total of: (a) all remaining Monthly Payments under this Lease; (b) **less** the unearned Rent Charge calculated on a constant yield basis; (c) **plus** all taxes and fees required by law; (d) **plus** any excess mileage charges and excess wear and use charges; (e) **plus** any other amounts You owe Lessor; (f) **less** Your Refundable Security Deposit (if any). If You terminate this Lease early and do not pay this amount by the due date identified on Your final billing statement, You will owe the amount provided in Section 22 above.

22. Default. You will be in Default if: (a) You fail to make any payment when due; (b) You break any promise or condition in this Lease or any other agreement with us; (c) You fail to maintain required insurance; (d) You fail to return the Vehicle as we specify; (e) You give false or misleading information on Your credit application or other document to us; (f) You die, are declared incompetent, become insolvent, a bankruptcy petition is filed by or against You, or You dissolve or cease active business affairs; (g) The Vehicle is seized, or levied upon by any government or legal process; (h) The Vehicle is destroyed, abandoned, stolen or damaged beyond repair; (i) Your driver's license approval is suspended, revoked or expiring; or (j) Any law, rule, regulation or court decision is reasonably believed to need both amending the Vehicle or Your ability to use the Vehicle.

2) Remedies for Default. If this Lease is in Default, we may take any or all of the following actions: (a) Terminate this Lease and Your rights to the Vehicle; (b) Take possession of the Vehicle without prior demand, unless otherwise required by law. We may take any personal property in the Vehicle when we take it. We will hold the personal property for You for twenty (20) days. If you do not return the property within that time, we may dispose of it as we determine. All payments are non-refundable.

personal property for you for twenty (20) days. If you do not pick up this property within that time, we may dispose of it any way we determine. (c) Recover all expenses related to enforcing this Lease and obtaining, storing and selling the Vehicle, including, without limitation, reasonable attorneys' fees and court costs, to the extent not prohibited by law; (d) Take any reasonable action to correct the Default or to prevent our loss; (e) Require You to return the Vehicle and any related records; (f) Make a claim for insurance or service contract benefits or refunds available on Your Default and apply such amount to the amount You owe; or (g) Use any remedy we may have at law or in equity. You agree to reimburse us for any amounts we choose to pay under this Lease that You are required to pay, including amounts we pay to cover Your Default or enforce our rights in the Vehicle.

24) Refundable Security Deposit. Your Security Deposit may be used to pay all amounts that You fail to pay under this Lease or to satisfy any remedy for Default. Upon termination of this Lease and our determination that no additional amounts may be due (such as personal property taxes not yet billed), we will refund to You any portion of the Security Deposit not applied to amounts You owe. Your Security Deposit cannot be used as a Monthly Payment. You will not earn interest on Your Security Deposit. Any interest or proprietary benefit to us which may accrue as a result of our retention of the Security Deposit will neither be paid to You nor applied to Your obligations under this Lease.

29. Total Vehicle Loss/Gap Waiver. If the Vehicle is subject to a total loss due to collision, destruction or unknown theft, You will pay us the Gap Amount which is the difference between the Early Termination Liability set forth in Section 20 and the insurance proceeds we receive based on the total loss. We agree to waive the Gap Amount if You had not requested vehicle insurance at the time of total loss, in which case You will owe us the sum of (1) all unpaid amounts that are due or may be due to us.

amount if you have not required vehicle finance at the time of total loss, in which case you will pay us the sum of: (1) all unpaid amounts that we owe or past due under the Lease; plus (2) the amount of your insurance deductible; plus (3) any other amounts that were subtracted from the Vehicle's actual cash value to determine the insurance proceeds we received for the total loss. You must continue to pay your scheduled Monthly Payments until we receive your full insurance proceeds.

26. Late Charge/ Other Charges. If all or any part of a Monthly Payment is not received within 10 days after it is due, you will pay a late charge of 5% of the unpaid or 5% of the amount of \$25, whichever is greater. If any check, draft or order or other similar instrument is returned to us unpaid for any reason, including, but not limited to, non-sufficient funds, we will charge you a late charge of 5% of the amount of the unpaid instrument. You will also pay a late charge of 5% of the amount of the unpaid instrument if you do not pay the amount of the unpaid instrument within 10 days after it is due.

21 Taxes, Registration and Titling. You agree to pay all title, registration, license, inspection, testing, personal property taxes and other fees, taxes and charges imposed by governmental authorities in connection with the Vehicle, this Lease or any amounts due or payable arising from this Lease. You agree to reimburse us for all

license, title and registration costs, fees, charges and taxes relating to the Vehicle or Lease. Our costs associated with personal property tax for the Vehicle will be estimated annually but billed to you monthly as part of your Monthly Payment (the "Local Fee"). Any payment we receive from you will first be applied to the Local Fee and then to your Monthly Payment. The Local Fee is an estimate of the amount required to reimburse us for our costs associated with personal property tax for the Vehicle. The amounts you pay as a Local Fee are not placed in an escrow account or impound account and will not earn interest. If there is a variance between the amount of the Local Fee and the amount of personal property tax we pay, no deficiency will be collected from you, and no surplus will be paid to you. We have no duty to account to you for the fees, charges and taxes we pay. You agree to register and license the Vehicle in the state in which it is located. You must also pay any

297 **Security Interest.** You grant us a security interest, to the extent permitted by law, in the following, to secure performance of Your Lease obligations: (1) proceeds

3.04 Modification. Any change to this Lease must be in writing and signed by Assignee, however, if permitted by law, extensions, deferrals, or due date changes may be agreed to orally by You and Assignee and we will send You written confirmation.

31) **Assignment.** You may not assign, sell, sublease or arrange an assumption of Your interests or rights under this Lease or in the Vehicle without our prior written permission. This Lease will be assigned to the Assignee named on the front. We can assign the Lease to another person, who will have all our rights. You agree and grant us permission to provide information about You, the Vehicle or this Lease to our affiliates at any time, subject to the terms of Assignee's Privacy Policy. Lessor and its employees are not agents of Assignee and have no authority to obligate Assignee. You may request that a third party assume Your Lease.

2.2 Enforceability. Each person who signs this Lease is jointly and severally liable under this Lease and for all payments, whether or not we try to collect from the other signers. We do not have to repossess the Vehicle to exercise any other rights. We do not give up any of our rights by delaying or failing to exercise them. This Lease is subject to the laws of the state where it was signed. This Lease is the entire agreement between you and us. We are not bound by any statements or representations made by agents or sales people if not contained in this Lease. We make no promises regarding any tax benefits to you from leasing, if any provision

IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the Lease.

- For purposes of the Arbitration provisions, the term "us" refers to the Lessee, Co-Lessee and Lessor, and Lessor's successors and assigns.
1. Whether of us chooses, any dispute between us will be decided by arbitration and not in court.
 2. If a dispute is arbitrated, each of us will give up the right to a trial by a court or a jury trial.
 3. You agree to give up any right you may have to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and you agree to give up any right you may have to consolidate your arbitration with that of arbitration of others.
 4. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
 5. Other rights that each of us would have in court may not be available in arbitration.

Any claim or dispute, whether in contract or otherwise (including any dispute over the interpretation, scope, or validity of this Lease, the arbitration clause or the arbitrability of any issue), between us or Lessee's employees, agents, successors or assigns, which arise out of or relate to this Lease or any affiliated transaction or relationship (including any such relationship with third parties who do not sign this Lease) shall, at the election of either of us (or the election of any such third party) be resolved by a neutral, binding arbitration and not by a court action. Whoever first demands arbitration may choose to proceed under the applicable rules of the American Arbitration Association, or its successor, which may be obtained by mail from the American Arbitration Association, Attn: Customer Service Department, 575 North Zeeb Road, PO Box 1307, JF 4805 or on the Internet at <http://www.adr.org/>, or the applicable rules of the arbitrator, or its successor, which may be obtained by mail from AAA, 1800 Main Street, Suite 300, Irvine, CA 92614 or on the Internet at <http://www.jrmediat.com>, or the applicable rules of the National Arbitration Forum, or its successor, which may be obtained by mail from The Forum, P.O. Box 50191, Minneapolis, Minnesota 55455-0191, or on the Internet at <http://www.arbitration-forum.com>.

Whichever laws are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable laws. The arbitrator shall apply the law in deciding the dispute. This arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable laws up to \$125 and you will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. If we demand arbitration first, you will pay the claimant's arbitration filing fees or case management fees. The arbitrator shall decide what you shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that we voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim.

This Lease evidences a transaction involving interstate commerce. Any arbitration under this Lease shall be governed by the Federal Arbitration Act (9 USC 1, et seq.). Judgement upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both You and Lessor and Lessor's successors and assigns retain the right to exercise all legal remedies and to seek provisional remedies from a court pending final determination of the dispute by the arbitrator. Neither of us waives the right to arbitrate by exercising all legal remedies, filing suit or seeking or obtaining provisional remedies from a court. If any provision of this arbitration agreement is found to be unenforceable or invalid, that provision shall be severed and the remaining provisions shall be given full effect as if the severed provision had not been included.

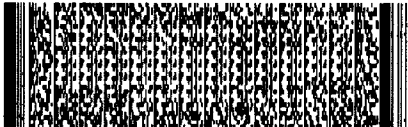
LESSOR ASSIGNMENT

For valuable consideration, Lessor assigns, sells and transfers to Assignee all of Lessor's interest in the Lease and the Vehicle described in it and authorizes Assignee to collect and discharge the obligation of the Lease and its assignment. Lessor warrants to Assignee that:

- this Lease is genuine, valid and arises from the true intent of the parties;
- the Lease was completed and all disclosures required by law have been made prior to signing of the Lease;
- credit information accuracy reflects the statements of Lessee;
- each Lessee has the capacity to contract and its signatures are genuine;
- the Vehicle as described in the Lease and has been delivered to and accepted by the Lessee and is in the possession of the Lessee;
- title to the Vehicle and Lease is real Lease without any lien or encumbrance, Lessor has taken all action to title and register the Vehicle in the name of Assignee;
- the Lessee is eligible to obtain Vehicle registration;
- all statements made by Lessee are true;
- Lessor has no obligation to purchase the Vehicle except as may be stated in the Lease;
- there is no net worth condition or review the value of the Lease; and
- the Lease is assigned pursuant to The Direct Lease Finance Plan ("PLP") and is subject to all agreements contained in the Plan.

If there is a breach of any warranty, Lessor shall repurchase the Lease from Assignee for the full amount then unpaid under the Lease together with the Fair Market Wholesale Value of the Vehicle described in the Lease, whether or not the Lease shall then be in default. Lessor indemnifies Assignee for any loss including attorney fees and court costs resulting from any claim or defenses of Lessee against Lessor. Assignee may assign its interest in the Lease without notice to Lessor and the Assignee shall have the benefit of all of Lessor's rights and remedies.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

STATE OF MINNESOTA CERTIFICATE OF TITLE FOR A MOTOR VEHICLE					
VEHICLE IDENTIFICATION NUMBER 1J4G048SX2C247192	YEAR 02	MAKE JEEP	MODEL/BODY 4W 6CK	TITLE NUMBER F1430P941	
DATE ISSUED 05/23/02	ODOMETER 29	TAX BASE 027995	CODE 10	PLATE NUMBER JDT622	
NEW		04/27/02	EXP 04		
NO SECURITY INTERESTS		DOB	OWNER DCFS TRUST		
7000415976 PO BOX 600 HORSHAM PA 19044-0600					
ASSIGNMENT OF OWNERSHIP					
ODOMETER DISCLOSURE STATEMENT, I (WE) CERTIFY THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS: <input type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> EXCEEDS MECHANICAL LIMITS OF ODOMETER <input type="checkbox"/> NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY			DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE. POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE. Assignment: I (we) certify that this vehicle is free from all security interests, warrant title, and assign the registration tax and vehicle to:		
SELLER'S PRINTED NAME(S)		DATE OF SALE		BUYER'S PRINTED NAME(S)	
SELLER'S ADDRESS		DEALER LICENSE #		BUYER'S ADDRESS	
X		X			
SELLER'S SIGNATURE(S)		BUYER'S SIGNATURE(S)			
IMPORTANT — PLEASE READ All information collected on a motor vehicle application is required by law and is used to identify your motor vehicle. Failure to provide required information may result in denial of the requested action. Except for certain uses permitted by federal and state laws, personal information contained in your application may not be disclosed to anyone without your express consent. You may expressly consent to the disclosure of your information by writing to the following address: MINNESOTA DEPARTMENT OF PUBLIC SAFETY DRIVER AND VEHICLE SERVICES DIVISION 445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101 PHONE 651-297-2126 TTY 651-282-6555 www.dps.state.mn.us/dvs					
					
KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE					

SELLER'S NOTICE OF SALE

When you sell this vehicle, you are responsible to file the information below with the Department of Public Safety within 10 days. You may file over the Internet at www.dps.state.mn.us/dvs or complete this post card and mail. **This notice is not required if sold to a licensed dealer.** MN Statute 168A.10



F1430P941

1J4G048SX2C247192

Title Number

Vehicle Identification Number

Date of Sale

Purchaser's Driver License Number (if any)

Purchaser's Full Name

Purchaser's Date of Birth

Street Address

City

County

State

Zip Code

PLEASE PRINT

MINNESOTA MOTOR VEHICLE REGISTRATION CARD

YR 02 MK JEEP MDL 4W 6CK

VIN 1J4G048SX2C247192

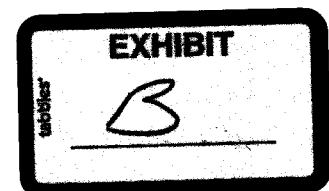
GROSS VEHICLE WEIGHT/BASE VALUE 027995

PLATE # JDT622

EXP 04/30/03

STICKER # C2100504

TAX 375.00

RECORDED OWNER(S):
DCFS TRUST
 PO BOX 600
 HORSHAM PA 19044-0600


CONTROL
NUMBER 50154505

Federal and state laws require that you state the mileage in connection with the transfer of ownership. Minnesota law requires that you make disclosures about pollution control equipment and damage to the vehicle. A false or fraudulent statement of purchase by any person is a gross misdemeanor or felony.

SALES TAX DECLARATION AND FEES

FULL PURCHASE PRICE..... \$
 LESS TRADE-IN ALLOWANCE*.....
 NET PURCHASE PRICE.....
 _____ % OF NET PURCHASE PRICE.....
 LESS TAX PAID TO ANOTHER STATE (proof required).....
 NET SALES TAX DUE \$

REGISTRATION TAX	\$	
PLATE FEE		
ARREARS TAX		
P.S.V. FEE		
TRANSFER TAX		
TITLE/TRANSFER FEE		
SALES TAX		
LATE TRANSFER PENALTY		
SUBTOTAL	\$	
STATE/DEPUTY FILING FEE		
TOTAL DUE	\$	

*TRADE-IN WAS A:

	MODEL YEAR	MAKE	PLATE OR VEHICLE IDENTIFICATION NUMBER
I DECLARE THIS TAX EXEMPTION CODE:	Minnesota Dealer License Number:		
	Minnesota Sales Tax Account Number:		
	Internal Revenue Code Number (IRC):		
	Prorate Account Number (Sales tax due when registered):		

ASSIGNMENT OF OWNERSHIP

ODOMETER DISCLOSURE STATEMENT, I (WE) CERTIFY THAT THE ODOMETER
 NOW READS (NO TENTHS) MILES AND TO THE
 BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:
☐ ACTUAL MILEAGE
☐ EXCEEDS MECHANICAL LIMITS OF ODOMETER
☐ NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

DAMAGE DISCLOSURE STATEMENT: TO THE BEST OF MY KNOWLEDGE THIS VEHICLE
☐ HAS ☐ HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE.
 POLLUTION SYSTEM DISCLOSURE STATEMENT: TO THE BEST OF MY KNOWLEDGE THE POLLUTION
 CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE
☐ HAS ☐ HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE.
 Assignment: I (we) certify that this vehicle is free from all security interests, warrant title, and assign the
 registration tax and vehicle to:

SELLER'S PRINTED NAME(S)	DATE OF SALE	BUYER'S PRINTED NAME(S)
SELLER'S ADDRESS	DEALER LICENSE #	BUYER'S ADDRESS
X	X	
SELLER'S SIGNATURE(S)		BUYER'S SIGNATURE(S)

APPLICATION FOR TITLE BY BUYER (TRANSFeree). MUST BE SUBMITTED WITHIN 10 DAYS (PLEASE PRINT)

Buyer's Name(s) (Last)	(First)	(Middle)	Date(s) of Birth	Buyer's Driver License Number(s)
Street Address	City	County/Code	State	Zip Code
Name of Insurance Company	Policy Number			
IS THIS VEHICLE SUBJECT TO SECURITY AGREEMENT(S)? <input type="checkbox"/> NO <input type="checkbox"/> YES (IF YES, COMPLETE SECTION BELOW)				
First Secured Party's Name (Print Name)	Date of Security Agreement	For additional secured parties, attach completed form No. PS2017		
Street Address	City	State	Zip Code	

I (WE) CERTIFY I (WE) AM (ARE) OF LEGAL AGE, HAVE PURCHASED THIS VEHICLE SUBJECT TO LIENS SHOWN AND NO OTHERS.
 THIS VEHICLE IS AND WILL CONTINUE TO BE INSURED WHILE OPERATING UPON THE PUBLIC STREETS AND HIGHWAYS. ALL OF MY (OUR) DECLARATIONS ARE TRUE AND CORRECT.

X
 APPLICANT'S/BUYER'S SIGNATURE(S) All Must Sign

FOR YOUR PROTECTION
 UPON THE SALE OF A VEHICLE TO A PRIVATE
 PARTY, WE RECOMMEND THAT THE SELLER
 AND BUYER TAKE THE COMPLETED TRANSFER
 TO A DEPUTY REGISTRAR OR THE
 DEPARTMENT OF PUBLIC SAFETY, DRIVER AND
 VEHICLE SERVICES DIVISION.

Post Office Will
 Not Deliver Mail
 Without Proper
 Postage

RECEIPT FOR OFFICE USE ONLY

Registration Tax (if applicable)	
Sales Tax	
Total Fees/Taxes Paid	

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
 DRIVER & VEHICLE SERVICES DIVISION
 445 MINNESOTA STREET, SUITE 168
 ST PAUL, MN 55101-5168

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-35106 GFK
Chapter 7

Mary J. Coleman,

Debtor.

VERIFICATION

I, JOSEPH QUIGLEY, an employee of DaimlerChrysler Services North America, L.L.C. named in the foregoing Notice of Hearing and Motion for Relief from Stay, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: 09/16, 2004

SIGNED:

Joseph Quigley